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DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
LAW DIVISION**

ADVANCED PHYSICIANS, S.C.

Plaintiff

vs.

NATIONAL FOOTBALL LEAGUE

Defendant.

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CASE NO.:

DEMAND FOR JURY TRIAL

2019L002857

COMPLAINT AT LAW AND JURY DEMAND

NOW COMES plaintiff, Advanced Physicians, S.C. (“Advanced”), by and through its undersigned attorneys, complaining of the defendant, National Football League (“NFL”), and alleges and states as follows:

PARTIES

1. Advanced is a multi-disciplinary medical clinic organized as a service corporation under the laws of the State of Illinois.

2. Defendant NFL is an unincorporated association with its principal place of business at 345 Park Avenue, New York, New York, 10154.

VENUE

4. Venue is proper pursuant to 735 ILCS 5/2-101 and 5/2-102 because the NFL is an unincorporated association; one of the NFL’s members is the Chicago Bears Football Club, Inc.; the Chicago Bears Football Club, Inc. has an office in Cook County, Illinois at 1410 Museum Campus Drive, Chicago, IL 60605 within Soldier Field.

FACTS

5. Advanced is a multi-disciplinary medical clinic which provides evaluation,

diagnostic services, medical management, therapy, rehabilitation and pain management to its patients. The clinic employs medical doctors, chiropractors, physical therapist, occupational therapist and medical technicians, all for the purpose of providing comprehensive medical evaluation and treatment to patients.

6. The NFL is an unincorporated association made up of 32 separate football teams each of which are independently owned and managed. The NFL has three officers—the Commissioner, Secretary, and Treasurer. The NFL also has several committees including the Executive Committee which is made up of one representative from each team.

7. The NFL Management Council acts as the representative of the member teams in the league's negotiations with the NFL Players Association (NFLPA). The NFLPA is the exclusive representative of all NFL players in negotiations with the NFLMC. The NFL Management Council (on behalf of the teams) and the NFLPA (on behalf of the players) negotiated the current Collective Bargaining Agreement ("CBA").

8. NFL players are employed by the individual member football teams, not the NFL. The sole legal basis for the NFL to exercise any control over current or former NFL players is through the provisions of the CBA.

9. In 2007, Advanced began treating some former NFL players and their dependents ("Patients"). Over the years since 2007, the number of former NFL players who sought treatment from Advanced increased significantly. Advanced has provided medical services to more than 200 former NFL players.

10. The CBA provides that the NFL will maintain medical benefits for the players in the form of the NFL Player Insurance Plan ("Plan"). The Plan provides medical benefits to current players and for retired players who meet the length of service requirements. The individual

member teams contribute equally to a trust which funds the Plan.

11. The NFL Management Council is the designated administrator of the Plan and is its named fiduciary, but it has delegated its discretionary authority to interpret and administer the Plan to Cigna Health and Life Insurance Company (“Cigna”). For all material times herein, Cigna was the sole entity with the legal right to administer the medical benefits covered by the Plan.

12. Advanced began treating retired NFL players in 2007 as an out-of-network provider. In 2007, Advanced treated approximately three retired NFL players for various ailments. Even though Advanced was an out-of-network provider for the Plan, Advanced submitted claims on behalf of the patients to Cigna in the regular course of business and at usual and customary rates and received payment from Cigna with minimal difficulties.

13. By 2014, Advanced treated approximately 107 former NFL players or their spouses who were covered under the Plan. The services provided by Advanced included x-rays, MRIs, chiropractic services, physical therapy, physician examinations, pain management services, and orthopedic evaluations. In exchange for the care Advanced provided, each Patient executed irrevocable assignment of benefits to Advanced which authorized Advanced to receive payment from the Plan.

14. Beginning in June of 2015, Advanced discovered that many claims it submitted to Cigna for treatment provided to patients under the Plan were not being processed by Cigna. Cigna told Advanced that all of Advanced’s claims on behalf of patients had been placed with a “random” audit team.

15. When Cigna’s audit of Advanced failed to turn up any irregularities, Cigna changed its course from reviewing Advanced’s billing for medical necessity. Advanced has discovered that the NFL directed Cigna to deny all of Advanced’s claims as work-related. The

NFL was upset that some of the retired players Advanced treated were using diagnostic tests performed by Advanced as evidence of a disability under the NFL's disability plan. Because the NFL does not want to pay its former players disability payments under the disability plan, which is funded equally by the NFL member teams, it decided to retaliate against Advanced for providing diagnostic services to former players.

16. In addition to the NFL's disability concerns, the league was also defending itself in multiple lawsuits alleging the league intentionally withheld its knowledge of head injuries sustained by former players. In 2014, the judge in the consolidated cases rejected a proposed settlement between the players and the NFL because the amount proposed for the class was insufficient. Later that same year, a new settlement was reached and approved. The NFL does not want independent medical providers like Advanced to treat players and provide independent and honest medical opinions about a player's brain health. The NFL made the decision to try and economically harm Advanced so that Advanced would no longer treat former NFL players and their dependents.

17. Advanced had and has a reasonable expectation that it would continue to treat its patients who were and are beneficiaries under the Plan. This expectation was formed based upon a seven-year history of treating former NFL players and their dependents prior to 2015. The NFL was aware of Advanced's expectancy based upon its knowledge of claims filed by Advanced under the Plan. The NFL interfered with Advanced's expectancy by directing Cigna to deny Advanced's claims as presumptively work-related. The NFL's interference has caused Advanced harm in terms of declining patient visits by beneficiaries of the Plan, increased cost of Advanced's operations, loss of financing, and increased costs of financing. Advanced specifically denies that it is seeking as damages the value of the denied claims.

**COUNT I: INTERFERENCE WITH PROSPECTIVE
ECONOMIC ADVANTAGE**

18. The allegations contained in paragraphs 1-17 are incorporated by reference as if fully set forth herein.

19. Advanced has a reasonable expectation of entering into a valid business relationship with former NFL players and their dependents. This expectation grew out of Advanced's multi-year history of treating former NFL players and their dependents.

20. The NFL was aware of Advanced's treatment of former NFL players and their dependents. It is that awareness that drove the NFL to purposefully interfere with Advanced's relationships with its patients.

21. The NFL purposefully and intentionally interfered with Advanced's legitimate expectations by directing Cigna to deny all of Advanced's claims for payment for medical services as work-related. Because of the NFL's interference, the number of former NFL players treated by Advanced has declined every year since 2015.

22. The NFL's intentional interference with Advanced's expectations for treating former NFL players and their dependents has caused Advanced economic harm. Advanced has suffered from a decline in patient visits by former NFL players and their dependents. The NFL's interference caused Advanced's credit providers to demand immediate repayment of lines of credit which raised the cost of credit for Advanced, required Advanced to pay for closing fees on new credit lines, and incur professional fees.

WHEREFORE, Plaintiff Advanced prays for judgment in its favor and against the Defendant National Football League in a sum in excess of the jurisdictional limits of this Court, together with interest and costs of this action.

JURY DEMAND

Plaintiff respectfully requests a trial by jury.

Respectfully submitted this 15th day of March 2019.

ADVANCED PHYSICIANS, S.C.

GORI JULIAN & ASSOCIATES, P.C.

By: /s/ D. Todd Mathews

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General Information

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